Effective Date: October 01, 2024

End User License Agreement ("EULA") For Abound™ Insights Platform (formerly CORTIX™ Platform) Software

BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, THE PERSON SO ACCESSING OR USING THE SOFTWARE AGREES TO THESE TERMS ON HIS OR HER OWN BEHALF OR ON BEHALF OF HIS OR HER COMPANY ("COMPANY") AND REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND COMPANY TO THESE TERMS. IF THE PERSON ACCESSING OR USING THE SOFTWARE DOES NOT HAVE SUCH AUTHORITY, OR IF COMPANY DOES NOT AGREE WITH THESE TERMS, COMPANY, INCLUDING THE PERSON ACCESSING OR USING THE SOFTWARE, MAY NOT ACCESS OR USE THE SOFTWARE. YOU AGREE TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MUST DELETE OR DESTROY ANY COPY IN YOUR POSSESSION OR CONTROL. This EULA is a CONTRACT between the User ("you" or "your") and Automated Logic Corporation dba Carrier Abound (together with its affiliates, "Licensor") for the software programs that accompany this EULA, including all mobile applications, associated media, printed, or electronic documentation (collectively, the "Software").

The Software is intended to assist Users in their comfort, maintenance, or energy management processes. The Software does not substitute for engineering judgment or experience. Licensor extends no guarantees, expressed or implied, as to the accuracy or suitability of the resulting control programs or control systems.

- 1. GRANT OF NON-EXCLUSIVE LICENSE. Subject to User's payment in full of the License Fees, and subject further to User's compliance with this EULA, Licensor grants to User the following licenses:
 - 1.1. Software. Licensor grants to you a non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable license to install and use the Software solely in connection with your use of building automation controllers, valves, thermostats, and other hardware.
 - 1.2. Documentation. Licensor grants to you a personal, nonexclusive, non-sublicensable, nontransferable, revocable license to make and use a reasonable number of copies of documentation provided with the Software for your internal use in connection with your use of the Software; provided that you reproduce all copyright and other proprietary notices that are on the original copies.
- 2. LICENSE LIMITATIONS AND OTHER RIGHTS. The license(s) granted in Section 1 are conditioned upon your compliance with the following limitations:
 - 2.1. Reverse Engineering. You may not decompile, decipher, disassemble, reverse engineer, or otherwise attempt to access source code of the Software, or circumvent any technical limitations in the Software that limit or restrict access to or use of the Software or any content, file, or other work, except as expressly permitted by applicable law notwithstanding this limitation.
 - 2.2. *No Distribution, Rental or Transfer.* You may not distribute, publish, rent, lease, lend, transfer, sublicense, disclose or otherwise provide the Software to any third party.
 - 2.3. *No Modification or Derivative Works.* You may not modify or create derivative works of the Software, in whole or in part.

- 2.4. *Proprietary Notices.* You may not remove any proprietary notices or labels on the Software or any copy thereof.
- 2.5. Non-Permitted Uses. Without limiting any of the foregoing, you may not make any use of the Software in any manner not expressly permitted by this Agreement.
- 2.6. Not for Resale Software. Software identified as "Not For Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, testing or evaluation.
- 3. RESERVATION OF RIGHTS AND OWNERSHIP. Licensor, its parent, or its suppliers own all right, title and interest, including all intellectual property rights, in and to the Software and reserve all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties.
- 4. DATA LICENSE. Since the parties act as co-controllers of the Personal Information at stake, no Data Processing (and Transfer) Agreement needs to be concluded. The rights and obligations of the parties are duly described in this agreement, and the rights and obligations of the users and involved data subjects are duly described in the applicable privacy policies.
 - 4.1. You/Company hereby grant to Licensor, its parent, affiliates, and providers a limited, non-exclusive, royalty-free license to access or otherwise receive Data and incorporate the Data, You/Company may provide to Licensor to receive, copy, make available, integrate, share with Third Parties for the purposes of storing and/or analyzing, and otherwise use the Data, into the Software for the purposes including, but not limited to: (a) providing Software to You/Company; (b) monitoring Hardware health or performance; (c) evaluating or improving the Software and/or other products and services; (d) complying with legal requirements and valid court orders, as applicable; (e) performing market research; (f) offering You/Company new products and services; or (g) any other business purposes, including use with other applications (the "Purpose"). For purposes of these Terms: (i) "Data" means equipment data, electricity data, environmental data (e.g. temperature and humidity), and other data provided to Licensor captured by User's/Company's use of the Hardware, or data entered into the Software by User/Company; (ii) "Hardware" means building management system controllers, sensors, meter networks, HVAC equipment controllers, and/or other devices.
 - 4.2. AGGREGATE DATA. Notwithstanding anything to the contrary, User/Company also agrees that Licensor, its parent, or affiliates may anonymize or aggregate the Data (such anonymized or aggregated data, "Aggregate Data") to prepare reports, analyses and enhancements and to incorporate such Aggregate Data containing the Data into other features or work product in connection with the Software and that Licensor shall own and retain all right, title, and interest in and to Aggregate Data. Such use shall survive the termination of the Terms, unless legally prohibited.

5. DATA PRIVACY

- 5.1. DEFINITIONS: Data Privacy Laws: means applicable laws and regulations relating to Personal Information protection of any country, state, or municipality with jurisdiction to regulate the activity covered by this agreement. Personal Information: means information and data exchanged in connection with this agreement that is related to any identified or identifiable natural person or, to the extent of a conflict with applicable law, which is subject to any of the Data Privacy Laws.
- 5.2. GENERAL: Parties acknowledges that in the execution and the administration of the relationship between You/Company and Licensor, Personal Information of either party will be processed, in accordance with Data Privacy Laws. If a party provides the other party with any Personal Information, it will ensure that it has the legal right to do so, including obtaining consent and providing notice to the individuals whose Personal Information it has provided to the other, if needed. Licensor has a General Privacy
 Notice that covers Personal Information that it collects and processes for such purposes.
- 5.3. USE OF THE SOFTWARE: To use the Software, You/Company must successfully register one or more Users. To register as a user, You/Company will require that users provide certain information, including Personal Information. A **Specific Privacy Policy** applies for these Authorized Users, and they must consent to that specific Privacy Policy and these Terms before being able to use the Software.
- 6. ADDITIONAL SOFTWARE. This Agreement applies to any updates, supplements, add-on components, built-ins of the Software that Licensor may, in its sole discretion, provide or make available to you ("Update"). If Licensor provides additional terms along with the Update, those terms will apply to the Update. If Licensor provides you an Update, Licensor may, at its sole discretion, require you to use Update and cease use of early versions.
- 7. TERMINATION. This Agreement will automatically terminate upon your breach of any of this EULA's terms and conditions. In the event of termination, you must immediately destroy all copies of the Software, and the following Sections of this Agreement will survive: Sections 2, 3 and 5 to 16.
- 8. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED APPLICABLE LAW THE SOFTWARE IS PROVIDED "AS IS" AND AS "AVAILABLE" WITH ALL FAULTS. LICENSOR AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, **BUT** LIMITED **IMPLIED** WARRANTIES INCLUDING NOT TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, LACK OF VIRUSES OR BUGS, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS WITH REGARD TO THE SOFTWARE. LICENSOR AND ITS PARENT, AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED. THE ENTIRE RISK ARISING OUT OF THE SOFTWARE **REMAINS WITH YOU.**

ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE IS ACCESSED AT USER'S OWN DISCRETION AND RISK, AND USER IS SOLELY RESPONSIBLE FOR ANYTHING THAT RESULTS FROM SUCH USE, INCLUDING BUT NOT LIMITED TO DAMAGE TO USER'S COMPUTER SYSTEM OR OTHER HARDWARE. IN ADDITION, USER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO OR INCOMPATIBILITY WITH ANY THIRD-PARTY DEVICE WHICH USER CONNECTS TO THE PRODUCT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM LICENSOR OR THROUGH OR FROM THE SOFTWARE SHALL CREATE ANY WARRANTY WHETHER EXPRESS OR IMPLIED.

9. LIMITATION ON LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS BE LIABLE TO USER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE OR TANGIBLE LOSSES (EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SOFTWARE; (ii) DAMAGE TO ANY HARDWARE, SOFTWARE, SYSTEMS OR OTHER EQUIPMENT RELATED TO USE OF THE SOFTWARE; (iii) UNAUTHORIZED USE OF THE SOFTWARE; OR (iv) ANY OTHER ISSUE RELATING TO THE SOFTWARE OR THE EULA.

LICENSOR'S AND ITS PARENT'S, AFFILIATES' AND SUPPLIERS' ENTIRE LIABILITY UNDER THIS EULA AND YOUR EXCLUSIVE REMEDY WILL BE LIMITED TO THE AMOUNT OF MONEY YOU PAID FOR THE SOFTWARE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY TRANSACTION UNDER THIS EULA MAY BE BROUGHT BY THE USER MORE THAN ONE YEAR AFTER THE USER HAS KNOWLEDGE OF THE OCCURRENCE WHICH GIVES RISE TO THE CAUSE OF SUCH ACTION.

- 10. U.S. GOVERNMENT LICENSE RIGHTS. Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995, is provided with the commercial license rights and restrictions described in this Agreement. Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995, is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.
- 11. COMPLIANCE WITH LAW; EXPORT RESTRICTIONS. You will comply with all applicable international and national laws, rules and regulations that apply to the Software and your use of the Software, including the U.S. Export Administration Regulations, as well as end user, end use, and destination restrictions issued by U.S. or other governments. You acknowledge that the Software is of U.S. origin and subject to U.S. export jurisdiction.
- 12. GOVERNING LAW AND JURISDICTION. This EULA will be construed and controlled by laws in the State of Georgia, without giving effect to its conflict of law provisions. Each party consents to exclusive jurisdiction and venue in the state and federal courts in the State of Georgia for any and all disputes, claims and actions arising from or in connection with the

- Software and this EULA. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this EULA.
- 13. THIRD PARTY SOFTWARE. You acknowledge that software provided by third party vendors ("Third Party Software") may be embedded in or delivered with the Software. The terms of this EULA and such other terms that Licensor may deliver with the Software shall apply to Your use of such Third-Party Software. All Third-Party Software vendors shall be deemed third party beneficiaries under this EULA. Customer may only use the Third-Party Software with the Software and may not use the Third-Party Software on a stand-alone basis or use or integrate it with any other software or device.
- 14. PUBLICLY AVAILABLE SOFTWARE. You acknowledge that portions of the Software may include software programs that are distributed by Licensor pursuant to the terms and conditions of a license granted by the copyright owner of such software programs and which governs Your use of such software programs ("Publicly Available Software"). Your use of Publicly Available Software in conjunction with the Software in a manner consistent with the terms of this EULA is permitted, however, You may have other rights or obligations under the applicable license for Publicly Available Software and nothing contained herein is intended to impose restrictions or limitations on the Your use of the Publicly Available Software differently than as provided for such Publicly Available Software being used. The disclaimer of warranties and limitation of liability provisions in this EULA will apply to all of the Software, including Publicly Available Software included in the Software.
- 15. NOTE ON JAVA SUPPORT. Sun Microsystems, Inc. has contractually obligated Licensor to make this disclaimer: THE SOFTWARE MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.
- 16. ENTIRE AGREEMENT. This EULA, including any addendum or amendment to this EULA which is included with the Software, is the entire agreement between User and Licensor relating to the Software, and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

17. CONTACT INFORMATION. If the User has any questions about this EULA, or wants to contact Licensor for any reason, please direct all correspondence to:

Automated Logic Corporation Attn: Marketing Department 1150 Roberts Blvd. Kennesaw, GA 30144 United States of America

Or

EcoEnergy Insights Limited. Attn: Marketing Department RGA Tech Park, Block-2, 2nd Floor, Survey No. 31/1, Sarjapura Main Road, Bengaluru, Karnataka, India – 560035

Copyright © 2024 Carrier. All Rights Reserved.